Receipt Number
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U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

GLACIER SALES AND ENGINEERING, LLC
a Florida corporation,
Plaintiff

v.

EAGLE PLASTICS CORPORATION
a Michigan corporation
Defendant

Case: 2:07-cv-13806
Assigned To: Hood, Denise Page
Referral Judge: Komives, Paul J
Filed: 09-10-2007 At 04:27 PM
CMP GLACIER SALES V. EAGLE PLASTICS CORP (DA)

David W. Moore, PC
David W. Moore (P23326)
Attorney for Plaintiff
900 Wilshire Dr., Ste. 202
Troy, MI 48084
(248) 816-8280

VERIFIED COMPLAINT FOR WRIT OF REPLEVIN

Plaintiff, by and through its attorney, pursuant to FRCP Rule 64, FRCP Rule 65, MCR Rule 3.105 and MCL 600.2920, and in support of its claims, states:

1. Glacier Sales and Engineering, LLC is a limited liability company incorporated in the state of Florida, doing business as Glacier Manufacturing ("Glacier").

2. Defendant Eagle Plastics Corporation ("Eagle") is a Michigan corporation doing business in the County of Wayne.

3. The property giving rise to this complaint is located in Wayne County, Michigan.

4. Jurisdiction is based upon 28 USC §1332, diversity of citizenship, as Plaintiff is a citizen of Florida and Defendant is a citizen of Michigan.

5. Venue is based upon 28 USC §1391, as the res which is the subject matter of this action is based within this judicial district.

6. The amount in controversy exceeds $75,000, exclusive of interest and costs.

GENERAL ALLEGATIONS

7. Glacier is in the business of molding/manufacturing various plastic products and selling them directly to its customers.

8. In order to accomplish this, many times Glacier would subcontract the molding/manufacturing of the product to various suppliers.

9. In this instance, Eagle was to be a subcontractor/supplier of Glacier.

10. It was the intent of Glacier and Eagle that Eagle would:

   a. manufacture certain products using machines, equipment and materials owned by Glacier ("Machinery");

   b. manufacture certain other products using plastic injection molds ("Molds"), in the possession of Glacier, provided to Eagle; and

   c. manufacture all the products for Glacier to sell to Glacier's customers.

11. On or about June 4, 2007, Glacier entered into a Manufacturing and Supply Agreement ("Agreement") with Eagle, in which Eagle agreed to manufacture certain products for Glacier, in accordance with Glacier's specifications. Such products were to be made using Glacier's Machines and using the Molds in the possession of Glacier and provided by Glacier to Eagle. Eagle has a copy of said Manufacturing and Supply Agreement [**Exhibit 1**].

12. Such products were intended for Glacier's customers.

13. Upon information and belief, Eagle:

a. became insolvent and/or could not obtain financing for manufacturing of Glacier's products and has ceased operations for Glacier;

b. failed to maintain proper insurance coverage as agreed;

c. terminated substantially all of its employees;

d. has ceased substantially all molding/manufacturing activity at its facilities;

e. refused access to its facilities by Glacier's representative;

f. failed to provide timely electrical service to Glacier's Machinery;

g. failed to provide timely and technically correct water hook ups to Glacier's Machinery;

h. failed to timely provide approved quality product;

i. failed to timely deliver product;

j. failed to provide timely production schedules;

k. failed to provide timely inventory schedules;

l. failed to provide adequate support for Glacier's production needs; and

m. failed to properly maintain and secure Glacier's Machinery and Molds such that Glacier was advised of possible tampering or sabotage to the property requested returned to Glacier.

14. Notice had been given by Glacier terminating the Agreement on August 25, 2007.

15. As a result of the conduct of Eagle, Glacier lost at least one contract with its customers and is on the verge of losing other contracts and customers.

16. Pursuant to the Agreement:

"Upon any expiration, termination or receipt of notification of termination of this Agreement, Supplier shall immediately discontinue production of the Product and

provide Glacier immediate access to the Supplier's premises for the purpose of removing Glacier's Machinery. Supplier agrees that Glacier shall be entitled to an immediate writ of replevin without notice to Supplier and without posting a bond, or any other mechanism of law, to recover the Machinery if Glacier is not provided immediate access to the Machinery to effect its removal." (" Par. 7.4(b). (Emphasis added).

17. Glacier cannot conduct business contracted for and contract for new business without the Machinery, Molds and inventory in the possession of Eagle.

18. Glacier has a present possessory interest in the Machinery, Molds and inventory.

19. All Machinery, Molds and inventory are transportable and otherwise depreciable in value. Glacier is fearful and apprehensive that, unless it is granted possession pending final judgment, the property might be moved, lost, conveyed, stolen or otherwise used in a way to substantially impair their values.

20. Eagle has refused to surrender possession of the Machinery, Molds and inventory.

21. Irreparable harm will result to Glacier if it is prevented from fulfilling its contractual obligations to its customers and acquiring new business, including, but not limited to, loss of contracts, loss of customers and loss of reputation in the business community and thus adversely affect the financial condition of Glacier.

22. Eagle is believed to be on the verge of closing its doors altogether.

23. Glacier is reserving and preserving any and all claims for damages, regardless of jurisdiction, and is specifically not waiving any claims at this time.

COUNT I – CLAIM AND DELIVERY
MACHINERY OWNED BY GLACIER

24. Plaintiff adopts and incorporates by reference its allegations in paragraphs 1 through 23, as though fully stated herein.

25. The Machinery owned by Glacier and to be used by Eagle in Livonia, Michigan, is described in detail [**Exhibit 2**].

26. Repeated demands have been made by Glacier to Eagle for the return of the Glacier's Machinery.

27. Eagle has repeatedly refused to return Glacier's Machinery.

28. The Machinery claimed are independent pieces of property.

29. The value of the Machinery which Glacier owns is estimated at $650,000.

30. Glacier is entitled to the return of property it already owns.

31. It is of the utmost importance that Glacier obtains its Machinery so that it can arrange with other suppliers to manufacture product, before additional business is lost and otherwise try to recoup its already loss of business.

32. No bond is required, per Par. 7.4(b) of the Agreement, as stated in paragraph 16 above.

33. Upon information and belief, the Machinery is not under custody of law by virtue of any warrant for the collection of a tax, fine, judgment, or execution.

WHEREFORE, Plaintiff requests that it be granted a judgment against Defendant, Eagle Plastics Corporation, requiring Defendant to immediately turn over the property requested, grant to Glacier a permanent injunction restraining Eagle from damaging or otherwise destroying the property requested returned to Glacier, grant an expedited hearing on the complaint, together with awarding costs and attorneys, and any other relief the Court deems just.

COUNT II- CLAIM AND DELIVERY
INJECTION MOLDS PROVIDED BY GLACIER TO EAGLE

34. Plaintiff adopts and incorporates by reference its allegations in paragraphs 1 through 33, as though fully stated herein.

35. As previously stated above, Eagle was also to manufacture product for Glacier, using Molds in the possession of Glacier and provided to Eagle, also pursuant to the Agreement.

36. The molds are described in **Exhibit 3**.

37. The molds are independent pieces of property.

38. The value of the molds is estimated at $400,000.

39. After the cessation of attempted production and a termination of the Agreement, Glacier has repeatedly requested the return of the Molds so that Glacier can continue production with another supplier, thus fulfilling its contractual obligations with its customers.

40. Notwithstanding repeated demands for the return of the Molds, Eagle has refused.

41. It is of the utmost importance that Glacier obtains the Molds it provided to Eagle so that it can arrange with other suppliers to manufacture product, before additional business is lost and otherwise try to recoup its already loss of business.

42. Irreparable harm will result to Glacier if it is prevented from fulfilling its contractual obligations to its customers, and acquiring new customers, including, but not limited to, loss of contracts, loss of customers and loss of reputation in the business community and thus adversely affect the financial condition of Glacier.

43. No bond is required, per Par. 7.4(b) of the Agreement, as stated in paragraph 14 above.

44. Upon information and belief, the Machinery is not under custody of law by virtue of any warrant for the collection of a tax, fine, judgment, or execution.

WHEREFORE, Plaintiff requests that it be granted a judgment against Defendant, Eagle Plastics Corporation, requiring Defendant to immediately turn over the property requested, grant to Glacier a permanent injunction restraining Eagle from damaging or otherwise destroying the property requested returned to Glacier, grant an expedited hearing on the complaint, together with awarding costs and attorneys, and any other relief the Court deems just.

COUNT III – CLAIM AND DELIVERY
FINISHED INVENTORY, WORK IN PROCESS AND RAW MATERIALS

45. Plaintiff adopts and incorporates by reference its allegations in paragraphs 1 through 44, as though fully stated herein.

46. Glacier's customers need their products contracted for or their businesses will be adversely affected, in addition to that of Glacier. At present, Glacier's finished goods, raw materials and work in process are sitting idle at the Eagle facilities.

47. Glacier has been prevented from viewing the premises, and therefore cannot state the precise volume of inventory, etc. which Eagle has, notwithstanding Paragraph 3.5(d) of the Agreement which states:

"Supplier shall permit Glacier immediate access to the Machinery at any time during normal business hours upon request by Glacier."

48. Glacier owns the finished goods, work in process and raw materials. Eagle is merely attempting to hold the items until paid which is a separate cause of action.

49. Eagle has refused.

50. The Inventory are independent pieces of property.

51. The Inventory has an approximate value of $120,000 after certain setoffs.

52. Upon information and belief, the Inventory is not under custody of law by virtue of any warrant for the collection of a tax, fine, judgment, or execution.

WHEREFORE, Plaintiff requests that it be granted a judgment against Defendant, Eagle Plastics Corporation, requiring Defendant to immediately turn over the property requested, grant to Glacier a permanent injunction restraining Eagle from damaging or otherwise destroying the property requested returned to Glacier, grant an expedited hearing on the complaint, together with awarding costs and attorneys, and any other relief the Court deems just.

DAVID W. MOORE, PC

BY: [signature]

David W. Moore (P23326)
Attorney for Glacier
900 Wilshire Dr., Suite 202
Troy, MI 48084
(248) 816-8280

I declare the statements above are true to the best of my information, knowledge and belief.

GLACIER

Date: ____________ BY: ______________________

Nick Marazita, President

otherwise destroying the property requested returned to Glacier, grant an expedited hearing on the complaint, together with awarding costs and attorneys, and any other relief the Court deems just.

DAVID W. MOORE, PC

BY: ____________________

David W. Moore (P23326)
Attorney for Glacier
900 Wilshire Dr., Suite 202
Troy, MI 48084
(248) 816-8280

I declare the statements above are true to the best of my information, knowledge and belief.

GLACIER

Date: 9/10/07

BY: ____________________
Nick Marazita, President

EXHIBIT 1

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT (hereinafter the "Agreement") is made and entered into this 4th day of June, 2007 (hereinafter the "Effective Date"), by and between GLACIER SALES AND ENGINEERING, LLC, a Florida corporation with its principal place of business located at 727 Commerce Drive, Venice, Florida 34292 (hereinafter "Glacier"), and Eagle Plastics Corporation a Michigan corporation with its principal place of business located at 12001 Levan Road, Livonia, MI 48150 (hereinafter "Supplier").

BACKGROUND

Subject to the terms and conditions contained in this Agreement, Glacier desires to engage Supplier to manufacture the "Product" (as hereinafter defined) for commercial use and distribution by Glacier, and Supplier desires to accept such appointment.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

The following words, terms and phrases, when used herein, shall have the following respective meanings:

1.1 "Contract Year" shall mean a twelve (12) consecutive month period after the Qualification Date and during the term of this Agreement. The first Contract Year shall commence as of the Qualification Date, and subsequent Contract Years shall commence on each anniversary of the Qualification Date.

1.2 "Machinery" means the manufacturing equipment and machinery provided by Glacier to Supplier which is listed on **Exhibit A** attached hereto and incorporated herein by reference.

1.3 "Product" shall mean the product described on **Exhibit B** attached hereto and incorporated herein by reference.

1.4 "Qualification Date" shall mean the date on which Supplier satisfactorily completes its validation pursuant to Article 2 of this Agreement.

1.5 "Specifications" means the specifications for the manufacturing, packaging and labeling of the Product described on **Exhibit B** attached hereto and incorporated herein by reference.

1.6 "Term" shall have the meaning set forth in Section 7.1 below.

1.7 "Territory" shall mean the United States of America and its territories.

ARTICLE 2
VALIDATION

Glacier and Supplier acknowledge that Supplier must validate 50 units of the Product prior to selling any of the Product to Glacier. Supplier shall conduct such validation on 5 units of the Product and, thereafter, Glacier shall be obligated to purchase such Products in accordance with the terms of this Agreement.

ARTICLE 3
MANUFACTURE

3.1 Exclusivity. Subject to the terms and conditions contained herein, Supplier shall manufacture, package, and label the Product exclusively within the state of Florida after the Effective Date and throughout the remainder of the Term of this Agreement (the "Manufacturing Period"), and Glacier shall purchase from Supplier all of Glacier's requirements of the Product during the Manufacturing Period. Except as otherwise permitted by Glacier in writing, Supplier agrees not to manufacture the Product for any other person or entity during the Term of this Agreement or for three (3) years following the expiration of the Term.

3.2 Specifications. Glacier shall provide Supplier with the Specifications within thirty (30) days of the Effective Date. Thereafter, Glacier shall promptly provide Supplier with any updates or revisions to the Specifications.

3.3 Machinery. Glacier shall deliver to Supplier the Machinery within thirty (30) days of the Effective Date. Installation of the Machinery at Supplier's premises shall be completed by Supplier under the direction of Glacier within fourteen (14) days of Supplier's receipt of the Machinery.

3.4 Limited Warranties. Supplier hereby represents and warrants to Glacier and its customers that all Product manufactured and sold to Glacier or its customers hereunder shall conform in all material respects to the Specifications and shall be free of all defects in materials and workmanship. All Product, when manufactured, packaged, labeled and sold to Glacier or its customers, shall comply with all applicable federal, state and local laws, rules and regulations, and Supplier's manufacturing facilities shall comply with all applicable federal, state and local laws, rules and regulations. EXCEPT AS SET FORTH IN THIS SECTION 3.4, SUPPLIER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCT MANUFACTURED BY IT HEREUNDER AND SPECIFICALLY DISCLAIMS ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.5 Quality Control.

(a) Supplier will perform quality control testing on the Product in accordance with normal industry standards to determine whether such Product conforms to the Specifications. Contemporaneously with each shipment of Product hereunder, Supplier will provide Glacier with a certificate of analysis with respect to such Product. In addition, Supplier will perform, at Glacier's expense, any and all other testing relating to the Product which is reasonably requested by Glacier and will promptly provide Glacier with the results thereof provided, however, Glacier shall not be responsible for the expenses associated with any such testing which shows that such Product does not meet the Specifications.

(b) In the event that any of the Product is subject to a recall, Glacier, at its expense, shall conduct the recall, except that Supplier shall reimburse Glacier for the reasonable and normal costs of such recall (including reimbursing Glacier for the Product at the invoice prices paid by Glacier therefore) to the extent such recall is the result of the Product not being manufactured, packaged or labeled by Supplier in strict accordance with the Specifications.

(c) Each party hereto shall promptly notify the other of any recall of Product which has been directed by it or by any governmental or regulatory entity or agency for any reason whatsoever. Such notice shall identify the reason for the recall and all relevant details thereof.

(d) Supplier shall permit Glacier immediate access to the Machinery at any time during normal business hours upon request by Glacier.

(e) Upon the reasonable advance request of Glacier, Supplier shall permit a representative of Glacier to inspect its facilities where the Product is manufactured, packaged, labeled, stored and distributed.

ARTICLE 4
ORDERS AND SALES

4.1 Forecasts. Commencing on the Qualification Date, and thereafter at least fifteen (15) days prior to the commencement of each quarter of each calendar year, Glacier shall provide Supplier with a non-binding, rolling three (3) month forecast of its requirements for the Product.

4.2 Purchase Orders; Quotes.

(a) Glacier shall place its orders for the Product no later than ten (10) days prior to the requested delivery date using separately numbered, written purchase orders. Purchase orders shall be transmitted to Supplier via U.S. mail, overnight delivery, facsimile transmission or electronic mail. Each purchase order shall include complete and accurate information with respect to the requested Product, quantity, proposed shipment dates, shipment method and delivery destination. Such purchase orders shall be on a form prescribed from time to time by Glacier and shall be individually numbered for identification.

(b) Upon receipt of a purchase order, Supplier shall prepare a quote (including price, taxes and shipping costs) for the Product listed in the purchase order and shall e-mail such quote to Glacier within twenty-four (24) hours of Supplier's receipt of the purchase order. The quote shall include the price, taxes, shipping costs, destination and delivery date for the Product referenced in the respective purchase order. Supplier shall promptly notify Glacier upon its receipt of any purchase orders containing shipment dates which need to be rescheduled, and Supplier and Glacier shall work together in good faith to schedule a new shipment date for such purchase order (which shall not be later than five (5) days after the date requested by Glacier).

4.3 Minimum Purchase There shall be no minimum purchase requirements of the Product by Glacier.

ARTICLE 5
PRICES, TERMS OF PAYMENT

5.1 Price. The price to be charged for the Product by Supplier and paid by Glacier shall be calculated by adding the Cost of Product, as provided for below, plus 10-15 percent of Cost of Product (hereinafter the "Price").

5.2 Cost of Product. The following items shall be included in the calculation of the Cost of Product. Supplier agrees that all costs incurred under this section 5.2 shall be at rates not higher than those customarily paid in similar industries located in the same county as Supplier, unless otherwise agreed to in writing by Glacier.

(a) Labor Costs.

(1) Wages of workers directly employed by the Supplier at Supplier's premises for time spent in the manufacturing, packaging, labeling, storing and distribution the Product.

(2) Wages or salaries of Supplier's supervisory and administrative personnel for the time spent overseeing the manufacture, packaging, labeling, storage and distribution of the Product with Glacier's agreement.

(3) The portion of the costs paid or incurred by Supplier for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements equal to the time spent by Supplier's employees manufacturing, packaging, labeling, storing and distribution the Product.

(b) Costs of Materials and Equipment.

(1) Costs including transportation, of materials and equipment, other than the Machinery provided by Glacier, used in the manufacturing, packaging, labeling, storage and distribution of the Product.

(2) Costs of materials described in the preceding section 5.2(b)(1) in excess of those actually used to manufacture the Product but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Glacier at the end of the Term or, at Glacier's option, sold by Supplier. Amounts realized, if any, from such sales shall be credited to Glacier as a deduction from the Cost of Product.

(c) Miscellaneous Costs.

1) The cost associated with insuring the Machinery.

2) Sales, use or similar taxes imposed by a governmental authority which are related to the manufacturing, packaging, labeling, storage and distribution of the Product and for which Supplier is liable.

(d) Other Costs. Other costs incurred in the manufacturing, packaging, labeling, storage and distribution of the Product if and to the extent approved in advance in writing by Glacier.

(e) Emergencies. Costs incurred by Supplier in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the Product or Machinery.

(f) Maintenance and Repairs to Machinery.

1) Costs incurred by Supplier for the day-to-day maintenance of the Machinery as set forth in the manufacturer's guidelines.

2) Costs incurred by Supplier for repairs made to the Machinery which do not exceed $1000, unless such repair costs are authorized in writing by Glacier, and so long as such repairs are not the result of Supplier's improper or negligent operation or maintenance of the Machinery.

5.3 Costs Not to be Reimbursed. Cost of Product shall not include:

1) Salaries, wages and other compensation of the Supplier's personnel not directly related to the manufacture, packaging, labeling, storage and distribution of the Product.

2) Overhead and general expenses, except as may be expressly included in section 5.2 of this Agreement.

3) The Supplier's capital expenses, including interest on the Supplier's capital employed for the manufacturing, packaging, labeling, storage and distribution of the Product.

4) Rental costs of machinery and equipment.

5) Costs due to the negligence of the Supplier or to the failure of the Supplier to fulfill a specific responsibility to Glacier set forth in this Agreement.

6) Costs incurred to validate the Product under Article 2 of this Agreement.

7) Costs for repairs made to the Machinery or any of Supplier's equipment incurred as a result of Supplier's improper or negligent operation or maintenance of such Machinery or equipment.

8) Costs incurred by Supplier to keep Accounting Records as provided for in section 5.5 of this Agreement.

9) Any costs incurred by Supplier caused by Supplier's negligent action or inaction.

10) Any cost not specifically and expressly described in section 5.2 of this Agreement.

5.4 Rebates and Refunds. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Glacier, and Supplier shall make provisions so that they can be secured. Amounts which accrue to Supplier shall be credited to Glacier as a deduction from the Cost of Product.

5.5 Accounting Records. The Supplier shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The accounting and control systems shall be satisfactory to Glacier. Glacier and its accountants and attorneys shall be afforded access to Supplier's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Supplier shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

5.6 Payment Terms. Supplier shall invoice Glacier for the price of the Product sold at the time of shipment, and Glacier shall pay each such invoice within forty-five (45) days after its receipt thereof. In the event that any invoice is not paid to Supplier within five (5) days after the date such amounts are due, Glacier agrees to pay a late charge of 9%/360 (.025%) percent of the amount of the payment due. Supplier further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Glacier and Supplier as to the estimated compensation for costs and administrative expenses incurred by Supplier due to the late payment.

ARTICLE 6
SHIPPING DEFECTS, RETURNS

6.1 Shipping. Supplier will ship all Product ordered hereunder to Glacier F.O.B. Supplier's manufacturing facility, at which point the risk of loss for such Product will pass to Glacier. Supplier shall ship the Product to the location designated on the purchase order. The parties agree that the method and route of shipment are at Supplier's discretion unless Glacier furnishes Supplier specific instructions on the purchase order. All costs of shipping and any costs of freight insurance obtained by Supplier shall be paid by Glacier. All shipments of Product by Supplier shall include an invoice identifying the purchase order number that the shipment is in response to, the date that the purchase order was received, the quantity and description of Product shipped, the shipping date, the shipping destination, the shipping method, and the invoice amount which shall separately specify the costs of the Product, taxes and shipping costs.

6.2 Notification of Defects. Glacier shall notify Supplier in writing as soon as reasonably practicable after delivery to Glacier of any non-conforming Product containing obvious defects in such Product discoverable without affecting the integrity of such Product's packaging and within ten (10) days of the earlier of its discovery or its notification by a third party of any latent defects.

6.3 Returns. Supplier shall accept for return and replacement or credit (at invoiced cost plus the freight cost from Glacier or Glacier's customer(s) to the place of delivery) any Product sold to Glacier under this Agreement which does not conform with the warranties set forth herein and for which proper notice has been given in accordance with Section 6.2 above. All returns of Product with obvious defects must be in the original manufactured condition. Supplier will pay reasonable return freight and shipping charges, and Supplier shall assume the risk of loss in transit associated with such returns.

ARTICLE 7
TERM AND TERMINATION

7.1 Term. Unless earlier terminated in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and shall thereafter continue indefinitely until terminated as set forth below (the "Term").

7.2 Termination.

(a) Either party may terminate this Agreement if the other party commits a material breach of any of its obligations hereunder which is not cured within thirty (30) days of receiving written notice from the non-breaching party specifying the breach.

(b) Either party may terminate this Agreement on written notice to the other party, effective immediately, if the other party is dissolved or liquidated, files or has filed against it a petition under any bankruptcy or insolvency law, makes an assignment to the benefit of its creditors, has a receiver appointed for all or substantially all of its property, or has a petition under any bankruptcy or insolvency law filed against it which is not dismissed within sixty (60) days.

(c) Glacier may terminate this Agreement upon providing Supplier sixty (60) days written notice of Glacier's desire to terminate the Agreement.

(d) The above rights of termination shall be in addition to any other remedy a non-defaulting party may have at law or in equity due to the other party's breach of is obligations hereunder.

7.3 Force Majeure.

(a) The failure of either of the parties hereto to perform any obligation under this Agreement solely by reason of any cause beyond its control (and due to no fault of its own), including, without limitation, acts of God, acts of government, riots, wars, terrorism, strikes and accidents in transportation, shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying herewith shall continue to take all actions within its power to comply as fully as possible herewith.

(b) If, due to force majeure, Supplier is prevented or expected to be prevented from supplying Glacier with the Product for a period exceeding thirty (30) days, then Glacier shall have the right to terminate this Agreement with immediate effect and upon the request of Glacier, at Glacier's expense, Supplier will provide reasonable assistance in establishing or locating a new manufacturer for the Product.

7.4 Post-Termination Obligations.

(a) Notwithstanding anything else contained herein to the contrary, following any termination of this Agreement, Glacier shall purchase from Supplier (at the most recent applicable price therefor) Supplier's remaining inventory of the Product, such amount not to exceed Glacier's forecasted requirements for the Product, pursuant to Section 4.1 hereof, for the two (2) months immediately following the termination or expiration of this Agreement.

(b) Upon any expiration, termination or receipt of notification of termination of this Agreement, Supplier shall immediately discontinue production of the Product and provide Glacier immediate access to the Supplier's premises for the purpose of removing Glacier's Machinery. Supplier agrees that Glacier shall be entitled to an immediate writ of replevin without notice to Supplier and without posting a bond, or any other mechanism of law, to recover the Machinery if Glacier is not provided immediate access to the Machinery to effect its removal.

ARTICLE 8
OWNERSHIP OF IMPROVEMENTS

8.1 Improvements to Product or Machinery.

(a) Glacier shall have no obligation to modify or improve the Product, Machinery or the designs and Specifications for either.

(b) Any improvements or modifications to the Product or Machinery which are developed by Glacier and/or Supplier (the "Improvements") shall be the exclusive property Glacier. Supplier shall promptly provide written notice to Glacier regarding any Improvements conceived and/or made by Supplier.

8.2 License of Improvements.

(a) Glacier hereby grants to Supplier an indefinite, non-exclusive, nontransferable, non-assignable license (the "License") to manufacture the Product. Upon the termination of this Agreement, Supplier shall have no further right an interest in the License, unless such right is agreed to in writing by Glacier.

(b) Upon twenty-four (24) hours written notice, Glacier may terminate the License described in this section 8.2.

ARTICLE 9
INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

(a) Glacier hereby indemnifies and agrees to defend and hold Supplier harmless from and against losses, claims, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Supplier as a result of any defect of the Product which strictly conforms to the Specifications provided by Glacier to the Supplier or any claim of patent or copyright infringement relating to the manufacturing or packaging of the Product in accordance with the Specifications.

(b) Supplier hereby indemnifies and agrees to defend and hold Glacier harmless from and against losses, claims, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Glacier as a result of (i) any breach of any agreements, covenants, representations or warranties in this Agreement by Supplier, (ii) the storage or distribution of the Product by Supplier or its agents, (iii) any failure by Supplier to provide any instructions that were previously provided to Supplier by Glacier regarding the proper use of the Product, (iv) any Product labeling, instructions, directions, warnings, pamphlets or other information provided by Supplier that is different from that provided by Glacier, (v) any injuries suffered by any employee or invitee of Supplier or any person on Supplier's premises, relating in any way to this Agreement, including but not limited to, injuries incurred during the manufacturing, packaging, labeling, storing or shipping of the Product, (vi) any damage caused to the Machinery beyond normal wear caused by any employee or invitee of Supplier or any person on Supplier's premises, or (vii) any claim relating to any Product not manufactured in substantial accordance with the Specifications.

9.2 Insurance. Each party hereto shall maintain with a financially sound and reputable insurer during the Term comprehensive general liability insurance, including, without limitation, product liability insurance with liability limits of at least $1,000,000 per occurrence and $5,000,000 in the aggregate. Each party hereto shall also name the other party as an additional insured party on its policy and provide the other party with such evidence thereof as is reasonably requested by the other party from time to time.

ARTICLE 10
WARRANTIES AND REPRESENTATIONS OF THE PARTIES

10.1 Representations and Warranties of Glacier. Glacier hereby represents and warrants to Supplier the following:

(a) Glacier is a corporation duly organized and existing under the laws of the State of Florida;

(b) There are no material adverse claims pending or, to the best of Glacier's knowledge, threatened against Glacier by any entity with respect to the Product; and

(c) Glacier is neither a party to nor otherwise bound by any agreement or instrument which prohibits or prevents it from performing its obligations under this Agreement.

10.2 Representations and Warranties of Supplier. Supplier hereby represents and warrants to Glacier the following:

(a) Supplier is a corporation duly organized and existing under the laws of the State of Michigan;

(b) There are no material adverse claims pending or, to the best of Supplier's knowledge, threatened against Supplier by any entity with respect to any of its products or business;

(c) Supplier is neither a party to nor otherwise bound by any agreement or instrument which prohibits or prevents it from performing its obligations under this Agreement; and

(d) Supplier's manufacturing, packaging and storage facilities comply in all material respects with all applicable federal, state and local laws, rules and regulations in the Territory.

ARTICLE 11
CONFIDENTIALITY

Supplier acknowledges that it has been and will be exposed to both "Confidential Information" and "Trade Secrets" (both as hereinafter defined) of Glacier in connection with the transactions contemplated by this Agreement and that the unauthorized use or disclosure of such information or data could cause immediate and irreparable harm to such other party. Accordingly, except to the extent that it is necessary to use such information or data to perform its obligations under this Agreement, Supplier shall not, without the express prior written consent of Glacier, redistribute, market, publish, disclose or divulge to any person or entity, or use or modify for use, directly or indirectly, in any way by any person or entity: (a) any of Glacier's Confidential Information during and after the Term of this Agreement; and (b) any of Glacier's Trade Secrets at any time during which such information constitutes a trade secret under applicable law. For purposes hereof, "Confidential Information" shall mean all competitively sensitive, non-public information (other than "Trade Secrets") of or about a party which is not generally known by or available to such party's competitors, and "Trade Secrets" shall mean "Trade Secrets" as defined under applicable law.

ARTICLE 12
NOTICES

12.1 Delivery. Unless specified otherwise, all notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested), by facsimile, or by a recognized national overnight courier service as set forth below:

If to Glacier:

Glacier Sales and Engineering, LLC
727 Commerce Drive
Venice, Florida 34292
Attention: Dominic Marazita
Telephone: 941.488.5550
Facsimile: 941.488.5697

If to Supplier:

Eagle Plastics Corporation
12001 Levan Road
Livonia, MI 48150
Telephone: 734.462.3200
Facsimile: 734.462.3265

12.2 Effective Time. Notices delivered pursuant hereto shall be deemed given: (a) at the time delivered, if personally delivered; (b) at the time received, if mailed or sent by facsimile; and (c) one (1) business day after timely delivery to the courier, if by overnight courier service.

12.3 Changes. Either party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with the provisions of this Article 12.

ARTICLE 13
MISCELLANEOUS

13.1 Independent Contractors. The parties are independent contractors and nothing herein shall be construed as forming a joint venture between them or as constituting either party as agent for the other.

13.2 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical implements the purpose of this Agreement.

13.3 Counterparts. This Agreement maybe executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

13.4 Governing Law. This Agreement shall be governed by, and any matter or dispute arising out of this Agreement shall be determined under, the laws of the State of Florida.

13.5 Jurisdiction and Venue. The parties hereto submit to the jurisdiction of the state and federal courts located in Sarasota County, Florida. The parties agree that exclusive venue for any suit concerning this Agreement shall be in Sarasota County, Florida.

13.6 Headings; Gender. "Article," "Section," and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural and vice versa, whenever and as often as may be appropriate.

13.7 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to its subject matter. Any and all prior discussions or agreements with respect hereto are merged into and superseded by the terms of this Agreement. This Agreement may be modified or amended only in writing signed by both parties which expressly refers to this Agreement and states an intention to modify or amend it. No such amendment or modification shall be effected by use of any purchase order, acknowledgement, invoice or other form of either party and in the event of conflict between the terms of this Agreement and any such form, the terms of this Agreement shall control.

13.8 No Assignment. Neither party hereto may assign this Agreement, in whole or in part, without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

13.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, representatives and permitted assigns.

13.10 Interpretation. This Agreement was fully negotiated by both parties hereto and shall not be construed more strongly against either party hereto regardless of which party is responsible for its preparation.

13.11 Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

13.12 Further Assurances. Upon the reasonable request of the other party, each party hereto agrees to take any and all actions necessary or appropriate to give effect to the terms set forth in this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

Glacier:

GLACIER SALES & ENGINEERING, LLC

By: ____________________
Name: Dominic Mayazota
Title: President

Supplier:

Eagle Plastics Corp.

By: ____________________
Name: Colleen Dogarin
Title: PRESIDENT

EXHIBIT A

The Product

EXHIBIT B

The Machinery

1978

- Model 450-420 Excello SN#550-033
- Multi nozzle molding machine
- 104.5 x 86 platens, 86.5 x 68 between tie bars
- 4.5 inch extruders, 200 HP drive
- (4) 20 lb. accumulators
- 80 lb. shot capacity

1977

- Model 400-420 Excello SN#7702
- Multi nozzle molding machine
- 102 x 72 platens, 84 x 54 between tie bars
- 4.5 inch extruders, 200 HP drive
- (4) 20 lb. accumulators
- 80 lb. shot capacity

MACHINE INVENTORY

1 APEX 80 TON
2 VERTICAL SHUTTLE
3 VAN DORN 85 TON
4 VAN DORN 170 TON
5 AUTOMATIC PART PICKER FOR THE 80 TON APEX
6 CHILLER - STERLCO - SN=35D0653 - MODEL # = SMCW-3.5
7 CHILLER - STERLCO - SN=35D0807 - MODEL # - SEV-F-9-4-2
8 CHILLER - STERLCO - SN=33K5693 - MODEL # - SEV-C-9-2-2
9 DRYER - CONAIR-FRANKLIN - SN=D32011 - MODEL # = D60H400030L0000
10 DRYER - STERLING - SN=35D0884 - MODEL - ST T40
~~11 FAN - TPI CORP - MODEL # - PB 36-D~~
12 GRINDER - IMS CO - MODEL - TP-45SC
13 GRINDER - LARGE WITH NO INFO
14 ASSORTMENT OF TOE CLAMPS FOR MOLDS
15 ASSORTMENT OF WATER MANIFOLDS AND HOSES FOR WATERLINES
16 DME CONTROL BOX - SN - TC57887 - MODEL # - MFEPR2G
17 METTLER TOLEDO XPRESS - SN=0030651 6CG MODEL # - XTC11-4063
18 1 DESK
19 1 SMALL FILLING CABENET
20 1 WALL SHELF
21 2 WORK BENCHES

MATERIAL INVENTORY

1 440 LBS BLACK PC ABS
2 440 LBS GREY PC ABS
3 110 LBS ABS NATURAL
4 400 LBS PP, 12MF, NATURAL PELLETS
5 55 LBS CELANEX 3300-2 BLACK
6 40 LBS FIBERGLASS, NATURAL
7 80 LBS UNKNOWN REGRIND
8 210 LBS DEXFLEX RUBBER
9 10 LBS. 90S. R-4 TYPE BLACK
10 15 LBS ABS REEDLINE DK. GREY
11 30 LBS GREY ABS REGRIND
12 8 LBS UNKNOWN VIRGIN
13 200 LBS WHITE UNKNOWN REGRIND
14 100 LBS BLACK NYLON
15 80 LBS 30% GLASS PP
16 500 LBS UNKNOWN GAYLORD
17 300 LBS ENKNOWN GAYLORD
18 20 LBS 1ST GEN. PC ABS REGRIND
19 30 LBS 2ND GEN PC ABS REGRIND
20 55 LBS PC/ABS REGRIND

EXHIBIT 2

EXHIBIT B

The Machinery

1978

- Model 450-420 Excello SN#550-033
- Multi nozzle molding machine
- 104.5 x 86 platens, 86.5 x 68 between tie bars
- 4.5 inch extruders, 200 HP drive
- (4) 20 lb. accumulators
- 80 lb. shot capacity

1977

- Model 400-420 Excello SN#7702
- Multi nozzle molding machine
- 102 x 72 platens, 84 x 54 between tie bars
- 4.5 inch extruders, 200 HP drive
- (4) 20 lb. accumulators
- 80 lb. shot capacity

MACHINE INVENTORY

1 APEX 80 TON
2 VERTICAL SHUTTLE
3 VAN DORN 85 TON
4 VAN DORN 170 TON
5 AUTOMATIC PART PICKER FOR THE 80 TON APEX
6 CHILLER - STERLCO - SN=35D0[illegible] MODEL # = SMCW-3.5
7 CHILLER - STERLCO SN -35D08[illegible] MODEL # SEV-F-[illegible]-4-2
8 CHILLER - STERLCO SN 33K5[illegible] MODEL # SEV-C-[illegible]-2-2
9 DRYER CONAIR-FRANKLIN SN=D[illegible] - MODEL = [illegible] D[illegible]H4[illegible]
10 DRYER – STERLING - SN-35D0854 - MODEL ST140
~~11 FAN – IPI CORP – MODEL = PB 30-D~~
12 GRINDER IMS CO - MODEL # [illegible]SC
13 GRINDER LARGE WITH NO INFO
14 ASSORTMENT OF 100 CLAMPS FOR MOLDS
15 ASSORTMENT OF WATER MANIFOLDS AND HOSES FOR WATERLINES
16 DME CONTROL BOX SN - FC27887 MODEL # - MFEPR2G
17 METLER TOLLEDO XPRESS SN [illegible] MODEL # - XTC [illegible]
18 1 DESK
19 1 SMALL FILLING CABENET
20 1 WALL SHELF
21 2 WORK BENCHES

MATERIAL INVENTORY

1. 440 LBS BLACK PC/ABS
2. 440 LBS GREY PC/ABS
3. 110 LBS ABS NATURAL
4. 400 LBS PP, 12MI, NATURAL PELLETS
5. 55 LBS CELANEX 3300-2 BLACK
6. 40 LBS FIBERGLASS, NATURAL
7. 80 LBS UNKNOWN REGRIND
8. 210 LBS DENFLEX RUBBER
9. 10 LBS 99S, R-4 TYPE BLACK
10. 15 LBS ABS REFDLINE DK. GREY
11. 30 LBS GREY ABS REGRIND
12. 8 LBS UNKNOWN VIRGIN
13. 200 LBS WHITE UNKNOWN REGRIND
14. 100 LBS BLACK NYLON
15. 80 LBS 30% GLASS PP
16. 500 LBS UNKNOWN GAYLORD
17. 300 LBS ENKNOWN GAYLORD
18. 20 LBS 1ST GEN. PC-ABS REGRIND
19. 30 LBS 2ND GEN. PC-ABS REGRIND
20. 35 LBS PC-ABS REGRIND

EXHIBIT 3

Item	Description	Expected Location
Molds		
SC-100 Top Cap	2-cavity injection Mold	Levan Road
SC-100 Inside Corner Cap	2-cavity injection Mold	Levan Road
SC-100 End Cap	2-cavity injection Mold	Levan Road
Zurn – Sidewall 882	2-cavity structural foam mold	Veronica Ave.
Zurn – Sidewall 886	1-cavity structural foam mold	Veronica Ave.
Zurn – 6 x 20 Catch Basin	2-cavity structural foam mold	Levan Road

CIVIL COVER SHEET

County in Which this Action Arose Wayne

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff Sarasota County, Florida
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Wayne
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE

(c) Attorney's (Firm Name, Address, and Telephone Number)
David W. Moore (P23326)
900 Wilshire Dr., Ste. 202, Troy, MI 48084
(248) 816-8280

Case: 2:07-cv-13806
Assigned To: Hood, Denise Page
Referral Judge: Komives, Paul J
Filed: 09-10-2007 At 04:27 PM
CMP GLACIER SALES V. EAGLE PLASTICS CORP (DA)

II. BASIS OF JURISDICTION (Select One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☑ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only) (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business In This State	☐ 4	☑ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☑ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Select One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Select One Box Only)

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing **(Do not cite jurisdictional statutes unless diversity)**:
Diversity - 28 USC 1332

Brief description of cause:
Complaint for writ of replevin and permanent injunction of tooling.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $ Possession & perm. inj.

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE
September 10, 2007

SIGNATURE OF ATTORNEY OF RECORD
David W. Moore

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

...SUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☑ No

If yes, give the following information:

Court: ____________________

Case No.: ____________________

Judge: ____________________

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☑ No

If yes, give the following information:

Court: ____________________

Case No.: ____________________

Judge: ____________________

Notes :